

Bechtel Infrastructure's Corporate Compliance Program Agreement

This Corporate Compliance Program Agreement ("CCPA") is entered into among Bechtel Infrastructure Corp. ("BINFRA"), a Nevada corporation with its principal place of business in Frederick, Maryland, and the Commonwealth of Massachusetts, acting through the Attorney General of the Commonwealth of Massachusetts ("the parties"). This CCPA hereby is made a part of the January 2008 Agreement among the parties and the United States, PB Americas Inc. and the Bechtel/Parsons Brinckerhoff Joint Venture concerning the Boston Central Artery/Tunnel Project ("Project Agreement of 2008").

BINFRA, a subsidiary of Bechtel, shares Bechtel's commitment to high standards for technical competence and unwavering commitment to fair and ethical behavior in the conduct of its business. BINFRA is committed to continuously improving its corporate compliance and quality assurance programs as part of a rigorous and ongoing self-assessment in which safety, quality, and integrity are the priorities. BINFRA proposes to update and enhance its related policies, procedures, and programs to incorporate the findings of the NTSB Report and the lessons learned from the investigations into BINFRA's performance as a member of the Joint Venture serving as the program management consultant for the Project. The goal of these initiatives is to improve BINFRA's existing training, compliance, and quality assurance programs in an effort to improve long-term performance and ensure that lessons learned during the Central Artery/Tunnel Project are applied in future work. Specifically, BINFRA agrees to undertake action in the following areas:

1) Independent Review and Assessment:

a) Quality Management & Assurance:

- i) As part of the certification process for ISO 9001 Quality Management System (QMS), BINFRA will be subject to external review by Lloyd's of London. See Section 4, *infra*.
- ii) ISO 9001 incorporates rigorous requirements relating to document control, record keeping, control of nonconformances, corrective actions, internal auditing and preventive measures.
- iii) Initial certification requires full implementation of required quality assurance functions and procedures.
- iv) ISO 9001 certification requires independent audits of the quality system by an accredited external auditing company.

b) Legal Compliance:

- i) BINFRA shall arrange for the Bechtel Chief Ethics and Compliance Officer to conduct a review and assessment of BINFRA's compliance program to prevent and detect violations of law ("BINFRA's compliance program").

- ii) Within six (6) months of the effective date of this Agreement, and after conducting the review set forth in (i), above, the Bechtel Chief Ethics and Compliance Officer shall prepare and send to BINFRA a “Compliance Review Report (CRR)” setting forth its findings and any recommendations for improving BINFRA’s compliance program. Within ninety (90) days of receiving the CRR, BINFRA shall develop an adequate and effective plan to implement all appropriate recommendations contained in the CRR. Such plan shall be implemented within 18 months of this Agreement.
 - iii) Within six (6) months thereafter, BINFRA shall again arrange for the Bechtel Chief Ethics and Compliance Officer to review BINFRA’s improvement plan and its implementation thereof in terms of assessing BINFRA’s compliance program, and also with the terms of paragraphs 1. (b) (ii) and (iii) of this Agreement. The Bechtel Chief Ethics and Compliance Officer shall prepare and send to BINFRA an “Updated Compliance Review Report (UCRR)” stating its findings and conclusions. If at that time BINFRA is engaged in public infrastructure projects in the Commonwealth of Massachusetts, it shall provide a copy of the UCRR to EOT; otherwise, upon written request by EOT, a copy of the UCRR shall be made available in Boston for EOT’s confidential review and, in such case, the report will remain solely in the care, custody and control of BINFRA.
 - iv) BINFRA will establish an Audit Committee. Copies of all reports and action plans generated pursuant to this Agreement shall be provided to the Audit Committee as soon as available. The BINFRA Audit Committee shall provide periodic reports to the Bechtel Corporate Compliance Committee, chaired by the Bechtel Chief Ethics and Compliance Officer.
 - v) BINFRA’s Audit Committee shall establish an audit function to audit, monitor, and periodically review BINFRA’s compliance program to prevent and detect violations of law and its compliance with Section 1.b. of this Agreement. To assure independence, the audit function shall report to the BINFRA Audit Committee and also to the Bechtel Corporate Compliance Committee, and shall periodically provide reports, including an annual report (the “Internal Annual Report”), on the audit function’s activities. The Internal Annual Report shall be provided to and maintained by the Audit Committee. The first Internal Annual Report shall be prepared no later than one year after the effective date of this Agreement.
 - vi) Three years after the effective date of this Agreement, BINFRA shall provide to EOT and FHWA a statement from the Audit Committee that it has received and reviewed the three Internal Annual Reports prepared pursuant to the terms of this Agreement, and that BINFRA is in material compliance with the terms of this Agreement.
- 2) “Mega” Public Projects for Federal Highways Administration and/or the Commonwealth of Massachusetts:
- a) For future public infrastructure “Mega Projects” (defined as projects with a total estimated cost of more than \$1 billion) for the Commonwealth of Massachusetts or

FHWA, for which BINFRA is engaged (whether or not as part of a joint venture) to provide project management, preliminary or detail design, construction or construction management services, BINFRA will perform an Annual Quality Assurance audit (QA audit) of its contract performance. The QA audit will be directed by BINFRA's corporate Manager of QA and will be performed by off-project personnel (personnel not directly assigned to the project).

- b) In addition, BINFRA will designate that the "Mega" Public Projects be included in the scope of the annual quality surveillance reviews performed by its appointed Registrar for ISO 9001, Lloyds's of London.

3) ISO 9001:2000 Certification:

- a) BINFRA will adopt and implement a Quality Management System (QMS) certified to the ISO 9001:2000 Quality Management System Standard for all work for Federal Highways Administration and/or the Commonwealth of Massachusetts.
- b) For purposes of obtaining ISO 9001 Certification, BINFRA shall retain Lloyd's of London to conduct the requisite external reviews and reports, including annual reports of its compliance with ISO 9001. Copies of the annual reports shall be provided to and maintained by the BINFRA Audit Committee.
- c) For a period of three years from the effective date of this Agreement, the annual reports related to ISO 9001 compliance for projects for FHWA shall be available for review by FHWA, and the annual reports related to work performed for the Commonwealth of Massachusetts shall be made available in Boston for EOT's confidential review (in such case, the report will remain solely in the care, custody and control of BINFRA), upon request to the BINFRA Audit Committee.

4) Specific Project-Driven Engineering Actions: *BINFRA will undertake specific actions addressing specific lessons learned from the CA/T Project.*

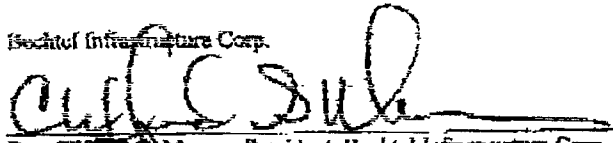
- a) Consistent with the July 10, 2007 report of the NTSB, BINFRA will adopt and implement an update to the current version of the Bechtel anchor bolt design guide to prohibit the use of adhesive anchors in sustained tensile-load overhead applications where failure of the adhesive would result in a risk to the public safety, until current industry standards are updated and revised
- b) BINFRA will adopt and implement a comprehensive design guide and standard construction specification for concrete slurry wall systems. This design guide and specification will incorporate the lessons learned from the CA/T Project and will be available to all BINFRA personnel through Bechtel's web-based intranet.
- c) BINFRA will adopt and implement a comprehensive design guide and standard construction specification focused on water proofing and leak mitigation for tunnels and underground structures

- d) These documents will be available to all BINFRA personnel through Bechtel's web-based intranet.
- 5) Training Materials: *Bechtel is accredited by the International Association of Continuing Education and Training as an authorized provider of Continuing Education Units. BINFRA commits to improve training for all BINFRA employees through various Bechtel University on-line courses and classroom instruction.*
- a) "Quality Management for Field Engineers": A new training module will be created for Bechtel University, and will be mandatory training for all BINFRA field engineers. This course will review the requirements ISO 9001, which will include emphasis on the requirement for on-going independent audits and checking compliance with Quality Management procedures as part of the continued certification.
- b) "Ethics for Engineers": Existing instruction on engineering ethics will be adapted into a new course which will be mandatory training for all BINFRA field engineers. This course will review the code of ethics as it relates to the technical responsibilities and professional expectations of professional engineers. The course will explore ethical issues surrounding the technical challenges faced by professional engineers raised by the professional engineer's responsibility to protect public safety. Case studies will be used as the basis for instruction. A case study of the I-90 ceiling collapse will be included in this training module.
- 6) Internal Review: Separately and independently from any other provisions of this Agreement, BINFRA, as a member of the Joint Venture with PB Americas Inc., agrees that the Joint Venture will undertake an independent review as set forth in Paragraph 31 of the Project Agreement of 2008.
- 7) Term of this Agreement: This Agreement shall continue in effect for three years from the effective date of this Agreement. Unless other term provisions are identified in individual paragraphs of this Agreement, all provisions set forth herein shall continue for the term of this Agreement. This Agreement shall be deemed to be a contract governed by and construed under the laws of the Commonwealth of Massachusetts.
- 8) Miscellaneous: No third party rights are created by this Agreement. If during the course of this agreement, the Commonwealth of Massachusetts acting through the Attorney General of Massachusetts believes that BINFRA is in breach of this Agreement, it shall immediately notify BINFRA in writing of the nature of the believed breach, and will provide BINFRA a reasonable opportunity to respond and/or to cure.

Executed by the duly authorized representatives of the Parties this 22nd day of January, 2008.


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives:

Bechtel Infrastructure Corp.

A handwritten signature in dark ink, appearing to read "Clifford O. Munson", is written over a horizontal line.

By: Clifford O. Munson, President, Bechtel Infrastructure Corp.

The Commonwealth of Massachusetts


By: Martha Coakley, Attorney General of the Commonwealth of Massachusetts